



*The Historic and Botanic Garden Bursary Scheme:
Working to strengthen the UK's horticultural heritage*

Learning Agreement for Placements through the Historic and Botanic Garden Bursary Scheme

*Between **English Heritage** as lead partner (for
England) and the **Placement Provider***

or

***Lantra** as supervising partner (for Scotland, Wales
and Northern Ireland) and the **Placement Provider**.*

January 2010

Partners in the Historic and Botanic Garden Bursary Scheme

The Partnership consists of:

1. English Heritage
2. GreenSpace
3. Institute of Horticulture
4. Sector Skills Council Lantra
5. Landex: The Association for Land Based Colleges
6. PlantNetwork
7. Professional Gardeners Guild
8. City of London
9. The Eden Project
10. Historic Houses Association
11. Historic Royal Palaces
12. National Trust
13. National Trust for Scotland
14. Royal Botanic Gardens Kew
15. Royal Botanic Gardens, Edinburgh
16. Royal Horticultural Society
17. Royal Parks
18. Forestry Commission
19. Sir Harold Hillier Gardens
20. Garden Organic
21. GARLAND: The Garden and Landscape Heritage Trust for the Advancement of Education and Training

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1. Purpose of the Learning Agreement

The Historic and Botanic Gardens Bursary Scheme has been made possible through funding received from the Heritage Lottery Fund (2006 – 2012).

This **Learning Agreement** is between English Heritage as Lead Partner in England (and Lantra as the Supervising Partner for Scotland, Wales and Northern Ireland) and a Placement Provider given permission to run a placement under this Scheme by the Bursary Scheme Coordinator.

The purpose of this learning agreement is to set out the roles, responsibilities and undertakings of the Placement Provider in a Bursary Scheme placement (of any length) organised through the Historic and Botanic Gardens Bursary Scheme (HBGBS).

By signing this agreement the Placement Provider is not obliged to take a Trainee under the bursary scheme, but if the Placement Provider does so the terms of this agreement will apply in each case.

Aim of the Scheme

The overall aim of the HBGBS is to ensure that all Trainees equally enjoy a placement with a rich learning experience across a range of different activities within a historic and/or botanical garden environment. The objective being that the Trainees will develop skills and knowledge commensurate with Level 3 and beyond which will be retained within the UK and help sustain the UK historic and botanical sector.

Trainee Criteria

Those Trainees selected to undertake a Scheme Placement at a site in the UK, must:

- **be able to demonstrate competence in gardening skills and knowledge commensurate with Level 2 skills and knowledge (examples of these level 2 competences are amplified within the Lantra National Occupational Standards for landscape and amenity horticulture), and**
- **be at least 18 years of age, and**
- **be ADDITIONAL to, and not a replacement for, any existing Trainees/schemes**

Definitions

Some of the words used in this Agreement are defined terms. These are:

Bursary Scheme Coordinator – the person who is responsible for day to day operations to ensure the smooth running of the Scheme;

Placement Provider – includes persons, partnerships, companies, institutions and organisations providing agreed opportunities for placement learning under this Bursary Scheme;

Placement Supervisor – a person, designated by the Placement Provider, responsible for supervising the Trainee while on placement;

Placement Site – the physical location where the Trainee's placement will take place, as agreed between the Placement Provider and the Bursary Scheme Coordinator.

English Heritage is Lead Partner in England. **Lantra** will act as the Supervising Partner for Scotland, Wales and Northern Ireland

Where reference to English Heritage is made in this Agreement it applies just to England. Where the Learning Agreement is enacted in Scotland, Wales and Northern Ireland, Lantra, as the Supervising Partner substitutes for English Heritage.

2. Roles and Responsibilities of the Placement Provider

Health and Safety

Placement Providers offering a HBGBS Placement have a legal obligation to ensure as far as reasonably practicable that the *Trainees* are not put at risk either by their working environment or by the tasks which they are asked to carry out.

The Health and Safety at Work Act, 1974, the regulations on the Control of Substances Hazardous to Health and all relevant EU Health and Safety Directives form a central part of this requirement. This is not an exhaustive list of applicable legislation.

The Placement Provider must ensure that appropriate policies and procedures are in place regarding Health and Safety. The major liability, under the **Health and Safety at Work Act** and other relevant legislation, falls onto the Placement Provider.

There must be a health and safety policy in place for the site at which the Trainee is to work.

The Placement Provider must complete a short questionnaire with regard to Health and Safety and the Trainee Induction prior to the placement starting.

The H&S questionnaire and the Placement Provider's Health and Safety policies will be held on file by the Bursary Scheme Coordinator and by English Heritage as lead partner (or Supervising Partner as appropriate).

The **Trainee's** role in the Placement is to ensure that they undertake the placement to the best of their ability. They, too, have a responsibility to ensure that their own actions do not cause risks to their own and others' health and safety. Thus it is very important that the Placement Provider explains Health and Safety responsibilities to the Trainee in the Induction (see below).

Equal Opportunities

In conformity with the Sex Discrimination Act 1975, the Race Relations Act 1976, and the Disability Discrimination Act 1995 all aspects of the Historic and Botanic Gardens Bursary Scheme have been constructed with equal opportunities as a prime consideration.

Equal opportunities legislation applies to the placement/employment of all Trainees as it does to any other employee or potential employee. English Heritage as lead partner, Lantra as supervising partner, or the Heritage Lottery Fund (HLF) as providers of the Bursary, will not support any organisations that behave in a discriminatory or illegal way.

All Placement Providers should have an Equal Opportunities policy statement and English Heritage, as lead partner, (or Supervising Partner as appropriate), will require a copy to be held on file by themselves and the Bursary Scheme Coordinator.

Training

The training to be given to the Trainee during the placement will be discussed between the relevant persons from the Placement Provider, the Scheme Coordinator and the Trainee. The learning to be covered must be documented within a Training Plan by the end of the first month for Placements of 6 months or longer duration.

A Training Plan template will be provided by the Scheme Coordinator.

The training plan is to aid all those providing, supporting and supervising the training of the Trainee, and the Trainee themselves to ensure a focused placement.

Trainee's Assessment and Induction

Each Trainee accepted for the HBGBS should undergo an **initial assessment** of their training and development needs with the Placement Supervisor. This will determine the structure of their Training Plan and help identify broad achievement targets for the Trainee.

This is an essential part of this learning agreement and helps to ensure that the trainee's and placement provider's aspirations are appropriate, realistic and achievable.

The Trainee should then start with a period of induction training.

This needs to take place before involvement in specific work-related duties. The Induction form must be signed by both the Placement Supervisor and the Trainee to acknowledge that the Induction has been completed by the end of the first fortnight after commencement of the Placement. The Scheme Coordinator needs to have a copy of this form.

The induction, undertaken early in the training programme, aims to familiarise the Trainee with relevant Health & Safety procedures and practices, the working environment, the training they will receive, their Placement Provider's organisation and an introduction to those people who will help and influence their training and development.

Training Outcomes

The fundamental focus for the Scheme is for the Trainee to gain practical craft gardener skills as well as skills across one or more of:

- Conservation and management planning of historic gardens and landscapes (including historic research, analysis, assessment of significance, preparation of treatment plans, master plans and maintenance plan).
- Interpretation
- Practical heritage and conservation gardening skills
- Organic gardening and environmental management in gardens

- Policy development
- Conservation project management
- Garden advisory expertise
- Plant collections management, including database management.

Key outcomes

- **Plant identification** skills; the Trainee must, as a consequence, undertake **weekly** plant identification tests of at least 10 plants,
- Trainees must also be required to keep a horticultural **Diary** containing practical and technical details.
- A **project** must be completed to an appropriate agreed standard every three months. Project titles and the expected learning outcomes should be emailed to the Scheme Coordinator by the end of the first month of the placement. These to be agreed by the Scheme Coordinator.

The **Job Skills** (National Occupational Standards (NOS), developed by Lantra for Amenity Horticulture at various levels, describe in a number of Units the various skills and underpinning knowledge for job roles within this sector. It is highly recommended that Trainees are encouraged to work towards a set of appropriate Job Skills units.

The Job Skills units must be incorporated within the Training Plan and the Trainee must work towards completing a set of appropriate Job Skills units at level 3. It is expected the Trainee would complete a minimum of **4 Job Skills Units per twelve month placement** (i.e. 1 Job Skills units per 3 months).

The evidence to show distance travelled towards these Units and the Trainee's achievements will be recorded in the Training Plan.

3. Placement Training – on and off Site

The Placement Provider is responsible for the Trainee's training. This will primarily take place on site but there will be a requirement that the Trainee attends a maximum 5 days off-site for additional development to be organised through the Bursary Scheme by the Bursary Scheme Coordinator towards the middle or end of the Placement. There may be other rare occasions when the Trainee is required to leave the site and attend events organised by the Bursary Scheme.

Supervision

At each site a member of staff must be identified as the Trainee Supervisor (for example the Placement Provider's Head Gardener). The Placement Supervisor must understand the objectives and learning outcomes of the Placement.

The Placement Supervisor needs to :

- provide the Induction at the start of the Placement and sign the form for sending back to the Scheme on its completion
- give regular feedback to the Trainee and to the Bursary

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Scheme Coordinator

- conduct an appraisal during, and at the end of the placement
- discuss and agree suitable projects

External Visits

The Placement Provider also needs to accept and agree to visits to the site from time to time by :

- Heritage Lottery Fund personnel
- HLF's consultant evaluator
- Bursary Scheme Coordinator
- Members of the Scheme's Placement or Management Group
- Others as nominated by the above

4. Bursary Payments

The HBGBS will provide a fixed sum for each Placement as a contribution towards the cost to the Placement Provider of the Trainee's salary. For 2010/11 this has been set at £6,000 for a 12 month placement and pro rata for Placements less than 12 months. This amount may change over the course of the 6 year HBGBS. The sum agreed at the beginning of a placement will apply throughout its term. The Placement Provider will be notified of any change in contribution value before agreeing to accept any Trainee for a placement.

It is a condition of this agreement that in consideration of the Bursary payment being made to the Placement Provider, the Placement Provider will:

- provide the Trainee with a minimum recommended salary of £12,100 or a sum no less than the current National Minimum Wage commensurate with the length of placement;
- pay the Trainee's on-costs including Placement Provider contributions of National Insurance, PAYE, and any other applicable costs;
- adhere to the terms of this Learning Agreement.

Accommodation (and any other such costs) must be negotiated between the Placement Provider and the Trainee.

The HBGBS will NOT provide funding for accommodation, travel to and from work, equipment, supervisors or trainers costs.

Payment will be made on receipt of an invoice from the Placement Provider at timed intervals (see below).

The Placement Provider, on signing this Agreement, will be provided with 50% of the Bursary payment on receipt of an invoice and a completed Training Plan at the start of the Placement.

The remaining 50% of the Bursary Payment will be provided to the Placement Provider on receipt of :

- an invoice
- evidence of the successful completion of the placement.

Contract of Employment

All Trainees are entitled to a contract of employment and a job description for the duration of the Placement. It is expected that the Trainee will be made aware of the following:

Holidays

The 12 month Trainee (and pro rata for shorter placements) is entitled to the **national minimum holidays with pay of 24 days per annum inclusive of the Statutory Bank Holidays**. Details of those bank Holidays differ in each country of the UK and should therefore be set down in the Trainee's Contract of Employment.

Sick pay

Trainees will be required to comply with their Placement Provider's procedure for the notification of absence due to illness. After three waiting days they will be entitled to Statutory Sick pay as defined by the Statutory Sick Pay (General) Regulations, 1982.

Personal Protective Equipment (PPE)

The Placement Provider shall provide any PPE such as boots, hard hat, gloves, etc, as required under statutory legislation, and explain their use to the Trainee.

Discipline and grievance procedures

All Placement Providers are required to have disciplinary and grievances procedures in place which comply with current employment legislation. All Trainees must be provided with a copy of this procedure at the commencement of employment, along with the Bursary Scheme Coordinator.

Transfer or Termination of the Placement and Agreement

If either the Trainee or Placement Provider is dissatisfied with the Placement and wishes to terminate the Placement, an application needs to be made (by either party) to the Bursary Scheme Coordinator.

The Placement Provider will be required to demonstrate that the necessary support and guidance has been provided to assist the Trainee.

A Placement Provider failing to meet the terms of the Learning Agreement and following two written warnings from the Bursary Scheme Coordinator will be deemed to have reneged on the agreement and asked to return the grant. The Bursary Scheme Coordinator will endeavour to find an alternative Placement Provider for the Trainee.

If a Trainee leaves the placement before the end of its term for whatever reason the Placement Provider will be asked to repay any unspent grant or this will be debited from the final payment.

It is the Placement Provider's responsibility to ensure that all applicable legislation including employment legislation and health and safety legislation is complied with. The HBGBS and English Heritage, as lead partner (or the Supervising Partner), accept no liability for any breaches of the law, negligence, or any other unlawful conduct by the Placement Provider, its agents or sub-contractors.

This Agreement was made on [date] between,

(1) The Historic Buildings and Monuments Commission for England (“English Heritage”) as Lead Partner in HGBS*

Lantra the Sector Skills Council for the Land Based Industries as Supervising Partner for Scotland, Wales and Northern Ireland in HGBS*

* delete as applicable

Signed:

Duly authorised to sign for and on behalf of English Heritage* / Lantra*

* delete as applicable

Print Name: Fiona Dennis

Job Title: Scheme Coordinator

(2) [*Insert name of Placement Provider*] (“Placement Provider”)

Signed:

Duly authorised to sign for and on behalf of Placement Provider

Print Name:

Job Title:

Appendix 1. Health and Safety Assessment Questionnaire

To be completed by the Placement Supervisor at the Site where the Trainee will be based (if this is a shared placement a copy of the questionnaire needs to be completed for each Site) and returned to the Scheme Coordinator

Name of Site

Address

Post code

Telephone

Contact name

Position in company

Trainee's main area of work at Site 1 and Site 2 (as applicable)

Main tasks involved:

1. Do you have a written Health and Safety policy? Yes/No (delete as applicable)

2. Do you have a policy regarding health and safety training for people working in your organisation, including use of vehicles, plant and equipment, and will you provide all necessary health and safety training for the placement student?

Yes/No (delete as applicable)

3. Is the organisation registered with:

a) The Health and Safety Executive, or Yes/No (delete as applicable)

b) the Local Authority Environmental Health Department? Yes/No (delete as applicable)

4. Insurance:

a) Is Placement Provider and Public Liability Insurance held? Yes/No (delete as applicable)
- see below

b) Will your insurances cover any liability incurred by a placement student as a result of his/her duties as an *employee*? Yes/No (delete as applicable)

c) Please provide these details:

Placement Provider Liability Insurance Details:

Policy No:

Expiry Date

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5. Risk assessment:

a) Have you carried out risk assessment of your work practices to identify possible risks, whether to your own employees or to others within your organisation? Yes/No (delete as applicable)

b) Are risk assessments kept under regular review? Yes/No (delete as applicable)

c) Are the results of risk assessment implemented? Yes/No (delete as applicable)

6. Accidents and incidents

a) Is there a formal procedure for reporting and recording accidents and incidents in accordance with RIDDOR? Yes/No (delete as applicable)

b) Have you procedures to be followed in the event of serious and imminent danger to people at work in your organisation? Yes/No (delete as applicable)

c) Will you report to the Scheme Coordinator all recorded accidents involving placement students? Yes/No (delete as applicable)

d) Will you report to the Scheme Coordinator any sickness involving placement students which may be attributable to the work they are doing? Yes/No (delete as applicable)

7. Is protective clothing, footwear or equipment needed for this job? Who is providing it?

8. Will this placement include multi-site work?

Contact Personnel

Who is your nominated contact for compliance with the requirements of health and safety legislation?

Name and position: _____ Tel: _____

The above statements are true to the best of my knowledge and belief:

Signed: _____ Position: _____ Date: _____

Thank you for completing the questionnaire.

Please return it as soon as possible to the Bursary Scheme Coordinator at:

HBGBS Administrator
The Pines
RHS Garden Wisley
Woking
Surrey GU23 6QB